

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

**In re:**

**CLEARWATER TRANSPORTATION, LTD.,  
Debtor.<sup>1</sup>**

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**CHAPTER 11 CASE**

**CASE NO. 19-50292-cag**

**NOTICE OF PROPOSED FINAL CASH COLLATERAL ORDER AND  
FINAL PROPOSED CASH COLLATERAL BUDGET**

**PLEASE TAKE NOTICE** that pursuant to the *Interim Order (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 28] (the “Initial Cash Collateral Order”), attached hereto as Exhibit “A” is the proposed form of Final Cash Collateral Order with respect to the *Emergency Motion for Interim and Final Orders (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* [Docket No. 9] filed by Clearwater Transportation, Ltd. (the “Debtors”). Additionally, as provided in the Initial Cash Collateral Order, attached as Exhibit “1” to the proposed form of Final Cash Collateral Order is a Final Proposed Cash Collateral Budget.

**PLEASE TAKE FURTHER NOTICE** pursuant to the Initial Cash Collateral Order that any party objecting to the Motion and the relief requested therein, the proposed Final Cash Collateral Order, and/or the Final Cash Collateral Budget shall file any such objection in the Case and serve any such objection on Debtor’s counsel, Patrick L. Huffstickler, Dykema Gossett PLLC, 112 E. Pecan Street, Suite 1800, San Antonio, Texas 78205, and the Office of the United

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<sup>1</sup> The Debtor’s address is 6013 Fountainwood, San Antonio, Texas 78233 and the last four digits of its Federal Tax Identification number are 2020.

States Trustee, 615 E. Houston St., Ste. 533, San Antonio, TX 78205, on or before 5:00 p.m., central time, on March 18, 2019. Any such objection shall set out in detail any purported liens, security interests, encumbrances, or other purported interests in Debtor's Cash Collateral and/or any other assets of the Debtor and Debtor's Estate, or in any and all other assets, funds, receipts, receivables, or other property in the possession of or under the control of the Debtor, and include as exhibits, or in a separate contemporaneous filing, any and all relevant loan, security, mortgage, pledge or other documents that purport to create a lien, pledge, encumbrance, or other interest in the assets of Debtor or Debtor's Estate, or property, funds, receipts, receivables, in the possession of or under the control of Debtor. Such objection shall also detail the adequate protection which such party believes is necessary and appropriate for Debtor's use of such party's Cash Collateral.

Dated: March 14, 2019.

Respectfully submitted,

**DYKEMA GOSSETT PLLC**

By: /s/ Patrick L. Huffstickler

Patrick L. Huffstickler  
State Bar No. 10199250  
phuffstickler@dykema.com  
112 East Pecan Street, Suite 1800  
San Antonio, Texas 78205  
(210) 554-5500  
(210) 226-8395 (Fax)

**COUNSEL FOR DEBTOR AND  
DEBTOR-IN-POSSESSION**

### **CERTIFICATE OF SERVICE**

I hereby certify that on March 14, 2019, a true and correct copy of the foregoing document was served by electronic notification by the Electronic Case Filing system for the United States Bankruptcy Court for the Western District of Texas and by U.S. first-class mail to the parties on the attached Limited Service List.

/s/ Patrick L. Huffstickler

Patrick L. Huffstickler

**Clearwater Transportation, Ltd. – 19-50292**

**Limited Service List**

**Debtor:**

Clearwater Transportation, Ltd.  
6013 Fountainwood  
San Antonio, TX 78233  
**Via Mail**

**Attorney for Debtor**

Patrick L. Huffstickler  
Dykema Gossett PLLC  
112 E. Pecan St., #1800  
San Antonio, TX 78205  
**ECF:** [phuffstickler@dykema.com](mailto:phuffstickler@dykema.com)

**Office of the U.S. Trustee**

615 E. Houston, Suite 533  
San Antonio, TX 78205  
**Via ECF:** [USTP.Region07@usdoj.gov](mailto:USTP.Region07@usdoj.gov)

**LENDERS/POTENTIAL SECURED CREDITORS**

Funding Circle  
FC Marketplace, LLC  
747 Front St., 4th Fl.  
San Francisco CA 94111  
**Via Mail**

Newtek Small Business Finance LLC  
1981 Marcus Ave., #130  
Lake Success NY 11042  
**Via Mail**

IOU Central Inc.  
600 TownPark Lane, Suite 100  
Kennesaw, GA 30144  
**Via Mail**

Funding Metrics, LLC  
dba Lendini  
884 TownCenter Drive  
Langhorne, PA 19047  
**Via Mail**

Pioneer Park LLC  
P.O. Box 398321  
San Francisco, CA 94139-8321  
**Via Mail**

GM Financial  
P.O. Box 183593  
Arlington, TX 76096-3834  
**Via Mail**

Pearl Capital  
Pearl Delta Funding  
100 William Street, Suite 900  
New York, NY 10038  
**Via Mail**

**TAXING AND REGULATORY AGENCIES**

Bell County Appraisal District  
P.O. Box 390  
Belton TX 76513-0390  
**Via Mail**

Bexar County Tax Office  
P.O. Box 2903  
San Antonio TX 78299-2903  
**Via Mail**

City of Austin  
Controller's Office  
P.O. Box 2920  
Austin TX 78768-2920  
**Via Mail**

Internal Revenue Service  
Centralized Insolvency Operation  
P.O. Box 7346  
Philadelphia, PA 19101-7346  
**Via Mail**

Texas Comptroller of Public Accounts  
Revenue Accounting Division -  
Bankruptcy Section  
P.O. Box 13528 Capitol Station  
Austin, TX 78711  
**Via Mail**

Texas Workforce Commission  
TWC Building - Regulatory Integrity  
Division  
101 East 15th Street  
Austin, TX 78778  
**Via Mail**

Tax Appraisal District of Bell County  
P.O. Box 390  
Belton, TX 76513-0390  
**Via Mail**

Travis County Tax Office  
Bruce Elfant, Tax Assessor-Collector  
P.O. Box 149328  
Austin, TX 78714-9328  
**Via Mail**

Tom Green Appraisal District  
2302 Pulliam St.  
San Angelo TX 76905  
**Via Mail**

Albert Uresti, MPA, PCC  
Bexar County Tax Assessor-Collector  
P.O. Box 2903  
San Antonio, TX 78299-2903  
**Via Mail**

United States Department of Justice -  
All Divisions:  
United States Attorney, Civil Process  
Clerk  
N. W. Loop 410, Suite 600  
San Antonio, TX 78216  
**Via Mail**

#### AIRPORT CONCESSION PARTIES

City of Austin  
c/o U.S. Bank, N.A.  
P.O. Box 70870  
Saint Paul MN 55170-9705  
**Via Mail**

Austin CONRAC, LLC  
Attn: Marshall A. Fein, COO  
12130 Colwick  
San Antonio, TX 78216  
**Via Mail**

Director of Aviation  
THE CITY OF AUSTIN  
Austin-Bergstrom International Airport  
3600 Presidential Blvd., Suite 411  
Austin, TX 78719  
**Via Mail**

The Airport Properties Manager  
Department of Aviation  
THE CITY OF AUSTIN  
Austin-Bergstrom International Airport  
3600 Presidential Blvd., Suite 411  
Austin, TX 78719  
**Via Mail**

City of Austin  
City Clerk  
301 W. Second St.  
Austin, TX 78701  
**Via Mail**

City of Killeen  
8101 S. Clear Creek Rd., Box C  
Killeen, TX 76549  
**Via Mail**

Killeen-Fort Hood Regional Airport  
Attn: Executive Director of Aviation  
8101 S. Clear Creek Rd., Box C  
Killeen, TX 76549  
**Via Mail**

City of Killeen  
Attn: City Attorney  
101 N. College St., 1<sup>st</sup> Floor  
Killeen, TX 76541  
**Via Mail**

City of San Angelo  
San Angelo Regional Airport-Mathis Field  
8618 Terminal Circle, Ste. 101  
San Angelo, TX 76904  
**Via Mail**

City Attorney's Office  
72 W. College Avenue  
San Angelo, TX 76903  
**Via Mail**

Austin Conrac, LLC  
Conrac Managing, c/o Conrac Solutions  
981 Lowell Ave. SW, #125  
Renton, WA 98057  
**Via Mail**

#### TOP 20 UNSECURED CREDITORS (EXCLUSIVE OF OTHER CATEGORIES)

ATS Processing Services  
1150 N. Alma School Rd.  
Mesa, AZ 85201  
**Via Mail**

Calhoun, Thomson & Matza  
9500 Aboretum Blvd., #120  
Austin, TX 78759  
**Via Mail**

Dent Crafters  
166 Briar Forest Dr.  
Bastrop, TX 78602  
**Via Mail**

Highway Toll Administrations  
66 Powerhouse Rd., #103  
Roslyn Heights, NY 11577  
**Via Mail**

Town North Nissan  
9160A Research Blvd.  
Austin, TX 78758  
**Via Mail**

Town North Nissan  
9160A Research Blvd.  
Austin, TX 78758  
**Via Mail**

**CONTRACT AND VEHICLE LEASE PARTIES**

Hincklease, Inc.  
Attn: Bill Jeffries  
2305 President's Dr., Ste. F  
Salt Lake City UT 84120  
**Via Mail**

Selig Leasing Company, Inc.  
Attn: Steve Schaefer  
2510 S. 108th St.  
West Allis WI 53227  
**Via Mail**

Hertz Global Holdings  
Thrifty Rent-A-Car System, Inc.  
Dollar Rent A Car, Inc.  
Attn: Robert M. Barton  
8501 Williams Road  
Estero, FL 33928  
**Via Mail**

Union Leasing, Inc.  
P.O. Box 75850  
Chicago, IL 60675-5850  
**Via Mail**

The Bancorp  
409 Silverside Road  
Suite 105  
Wilmington, DE 19809  
**Via Mail**

Hinckley's Inc.  
Db a Hincklease, Inc.  
2309 South State Street  
Salt Lake City, UT 84115  
**Via Mail**

Harbor Properties  
850 S. Hermitage Road, Suite B1  
Hermitage, PA 16148  
**Via Mail**

Commercial Fleet Leasing  
The Bancorp Bank  
Attn: Paul F. Pollock  
626 Jacksonville Road, Suite 205  
Warminster, PA 18974  
**Via Mail**

DTG  
Db a DTG Operations, Inc.  
Attn: Lockbox Dept. 673  
6242 E. 41<sup>st</sup> Street  
Tulsa, OK 74135  
**Via Mail**

Bancorp Bank  
Attn: Paul F. Pollock  
3755 Park Lake St.  
Orlando FL 32803-5265  
**Via Mail**

**NOTICES OF APPEARANCE**

**Bell County Tax Appraisal District**  
c/o Tara LeDay  
McCreary, Veselka, Bragg & Allen, PC  
P O Box 1269  
Round Rock, TX 78680-1269  
ECF: [tleday@mvalaw.com](mailto:tleday@mvalaw.com)

**Bexar County**  
c/o Don Stecker  
Linebarger Goggan Blair & Sampson  
LLP  
711 Navarro Street, Ste 300  
San Antonio, TX 78205  
ECF: [don.stecker@lgbs.com](mailto:don.stecker@lgbs.com)

**Tom Green CAD**  
c/o Elizabeth Weller  
Linebarger Goggan Blair & Sampson, LLP  
2777 N. Stemmons Freeway  
Suite 1000  
Dallas, TX 75207

**Newtek Small Business Finance, LLC**  
c/o Michael Flume  
Flume Law Firm, LLP  
1020 N.E. Loop 410, Suite 530  
San Antonio, TX 78209

**Frost Bank**  
c/o Robert L. Barrows  
Warren, Drugan & Barrows, P.C.  
800 Broadway  
San Antonio, TX 78215

**Travis County**  
c/o Kay D. Brock  
Assistant Travis County Attorney  
P.O. Box 1748  
Austin, TX 78767

**Mark Paul**  
AutoAp, Inc.  
P.O. Box 91507  
Portland, OR 97291

**Austin CONRAC, LLC**  
c/o Sabrina L. Streusand  
Streusand, Landon Ozburn & Lemmon,  
LLP  
1801 S. MoPac Expressway Ste 320  
Austin, TX 78746

**Stephanie Hernandez**  
c/o Charlie Shelton  
Hajjar Peters, LLP  
3144 Bee Caves Rd.  
Austin, TX 78746

Last Revised March 14, 2019

**The Hertz Corporation**  
c/o William J. Hanlon  
Nascine Howell  
Seyfarth Shaw LLP  
Two Seaport Lane, #300  
Boston, MA 02210

# **Exhibit “A”**

**To**

**Notice of Proposed Final Cash Collateral  
Order and Final Proposed Cash Collateral  
Budget**

***“Proposed Final Cash Collateral Order”***



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION**

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**In re:**

**CLEARWATER TRANSPORTATION, LTD.,**

**Debtor.<sup>1</sup>**

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**CHAPTER 11 CASE**

**CASE NO. 19-50292-cag**

**FINAL ORDER (I) AUTHORIZING DEBTOR TO USE CASH COLLATERAL;  
(II) GRANTING ADEQUATE PROTECTION; AND  
(III) GRANTING RELATED RELIEF**

The Court has considered the *Emergency Motion for Interim and Final Orders (I) Authorizing the Debtor to Use Cash Collateral; (II) Granting Adequate Protection; (III) Scheduling a Final Hearing; and (IV) Granting Related Relief* (the “Motion”)<sup>2</sup> filed by Clearwater Transportation Ltd. (the “Debtor”), the Debtor-in-Possession in the above-captioned Case.

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<sup>1</sup> The Debtor’s address is 6013 Fountainwood, San Antonio, Texas 78233 and the last four digits of its Federal Tax Identification number are 2020.

<sup>2</sup> Capitalized terms not otherwise defined herein have the definitions ascribed in the Motion.

The Court finds that (i) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and the Court may constitutionally enter this final order on the Motion; (iii) the final relief requested in the Motion and granted herein is in the best interests of the Debtor, its estate, and its creditors and is necessary to avoid immediate and irreparable harm to the Debtor and its estate (the “Estate”); (iv) proper and adequate notice of the Motion has been given under the circumstances and that no other or further notice is necessary; (v) all objections to the Motion have been resolved by this Order or are overruled in their entirety; and (vi) upon the record herein, after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein.

Additionally, with respect to Debtor’s Hertz Franchise Agreements, the Court finds that:

- i. Clearwater Transportation, Ltd., d/b/a Hertz, d/b/a Dollar Rent-A-Car, d/b/a Thrifty Car Rental has franchise operations at the following locations: (1) Austin-Bergstrom International Airport located at 3600 Presidential Blvd., Austin, Texas 78719 (“Austin Location”); (2) San Angelo Regional Airport - Mathis Field located at 8618 Terminal Circle, San Angelo, Texas 76904 (“San Angelo Location”); and (3) Killeen - Fort Hood GRK Regional Airport located at 8101 South Clear Creek Road, Killeen, Texas 76549 (“Killeen Location”);
- ii. The Hertz Corporation and its subsidiaries, Hertz System, Inc., Dollar Rent A Car System, Inc., and Thrifty Rent-A-Car System, LLC (collectively, “Hertz”) and Debtor are parties to the following pre-petition franchise agreement(s): (1) Dollar Rent A Car, Inc. Franchise Agreement dated June 11, 2018 with an effective date of January 1, 2019 (“Dollar Franchise”); and (2) Thrifty Rent-A-Car System, LLC Franchise Agreement dated June 11, 2018 with an effective date of January 1, 2019 as amended on January 1, 2019 (“Thrifty Franchise”);
- iii. Monty Merrill is the licensee under a Hertz System License Agreement dated November 11, 1956, as modified, amended or supplemented from time to time (“Hertz Franchise”), and the operating rights under the Hertz Franchise have been assigned to Debtor (the Hertz Franchise, Dollar Franchise and Thrifty Franchise are collectively referred to herein as the “Franchise Agreements”);
- iv. The monthly franchise activity is reported and billed in arrears under the Franchise Agreements as follows:

- (a) The Debtor reports franchise activity ten (10) days after the prior month's end (*i.e.*, the Debtor's January 2019 franchise activity is reported to Hertz on February 10, 2019);
  - (b) Based on the report and additional franchise activity tracked by Hertz, Hertz bills the Debtor by the end of the month, *i.e.*, January activity is reported February 10 and billed by February 28; and
  - (c) The bill is due ten (10) days after Hertz's invoice, *i.e.*, by March 10;
- v. Although the monthly bill primarily contains charges for the month reported, it also includes charges for franchise activity before and after the reporting period, and would be difficult and administratively burdensome to separate; and
  - vi. The Franchise Agreements are vital to the Debtor's business and the Debtor wants to continue making payments on franchise costs in the ordinary course of business during the pendency of the instant bankruptcy case, to among other things, avoid the accrual of unpaid cure costs.

**IT IS THEREFORE ORDERED** as follows:

1. The Motion is **GRANTED** on a final basis as set out herein.
2. The Debtor is authorized to use Cash Collateral on a final basis pursuant to the Final Cash Collateral Budget attached hereto as Exhibit 1. Debtor shall use its Cash Collateral solely to pay the expenses in the amounts and at the times provided in the Final Cash Collateral Budget; provided, however, that the Debtor shall have authority to use Cash Collateral in excess of the amounts set forth in the Final Cash Collateral Budget on a weekly basis to the extent that such variance does not exceed twenty percent (20%) on a line item or weekly aggregate basis.
3. With respect to the Hertz Franchise Agreements and Debtor's obligations thereunder:
  - a. Hertz may continue to bill Debtor for franchise costs in the ordinary course;
  - b. The Debtor shall pay for ordinary course franchise costs incurred under the Franchise Agreements, including pre-petition costs, provided however, that nothing herein shall waive either parties' rights under Section 365 of the Bankruptcy Code with respect to the Franchise Agreements, including the estate's rights to recover pre-petition costs paid hereunder in the event the Franchise Agreements are rejected;

- c. Immediately upon entry of this Order by the Court, all provisions of this Order shall be binding upon and to the benefit of Hertz, the Debtor, the Debtor's estate, Debtor's creditors, parties-in-interest, counsel and agents, and each of its or their respective successors and assigns;
- d. Except as provided herein, all payments to Hertz authorized by this Court are final and are not subject to reversal or disgorgement under any circumstances. This Order, and all terms and conditions set forth herein, shall survive the conversion of the case to a Chapter 7, the appointment of a trustee, and/or the confirmation of a plan of reorganization or liquidation. Nothing in this Order shall impair or be deemed to have impaired any of the rights of Hertz or Debtor under the Interim Cash Collateral Order and/or any of the Debtor's Franchise Agreements with Hertz;
- e. Nothing in this Order shall preclude or prevent Hertz or Debtor from enforcing their rights. Hertz and Debtor hereby reserves all of their rights pursuant to the Franchise Agreements, any settlement agreement(s) between Debtor and Hertz, and all Orders of this Court.

4. As adequate protection for any diminution in value of a creditor's interest in Cash Collateral resulting from Debtor's use thereof after the Petition Date, any party with a validly granted, properly perfected and properly enforceable lien or security interest under applicable non-bankruptcy law shall be granted (without the necessity of the Debtor or such creditor executing any mortgages, deeds of trust, security agreements, pledge agreements, control agreements, financing statements or other documentation) validly perfected and enforceable security interests in, and liens upon, all property of the Debtor and Debtor's Estate arising post-petition (the "Post-Petition Collateral") of the same type and nature of the property of Debtor that served as such creditor's pre-petition collateral (but excluding any claims and causes of action of Debtor, including any avoidance actions under the applicable provisions of the Bankruptcy Code or applicable non-bankruptcy law), but only to the extent of the validity, enforceability, perfection and priority of such creditor's security interest and liens in any pre-petition assets of the Debtor (the "Replacement Liens"). The Replacement Liens granted herein

in the Post-Petition Collateral shall be in addition to all other rights of such secured creditors, including any secured creditor's liens and security interests in any pre-petition collateral.

5. As adequate protection for Pearl Delta Funding and Lendini, parties to agreements that purportedly provide for the "purchase" of Debtor's "receipts" or "accounts", adequate protection for those two (2) parties shall consist of continued payment to such parties in the ordinary course of business by Debtor pursuant to their agreements with Debtor (*i.e.* daily ACH payments in the amount of \$2,121.22 to Lendini and weekly ACH payments in the amount of \$10,612.00 to Pearl Delta Funding (collectively, the "Factor ACH Debits")). Any or all of such Factor ACH Debits shall, however, be subject to recovery by Debtor if it is ultimately determined by the Court that such Factor ACH Debits should not have been paid for any reason. In the event of any such recovery, the Replacement Liens provided for other parties herein shall be applicable to Pearl Delta Funding and Lendini at that point. Further, nothing in this Final Cash Collateral Order is a determination of the rights of Debtor, Pearl River Funding or Lendini with respect to their agreements and Debtor's receipts and accounts, and the rights of such parties in that regard are preserved and protected. In this regard, Debtor may stop the Pearl Delta Funding and Lendini ACH payments at any time and thereafter seek such relief as Debtor believes appropriate to appropriately determine the nature of and appropriately treat the claims and purported interests of Pearl Delta Funding and Lendini in Debtor's assets and also address any interest they may have in cash collateral.

6. Nothing in this Final Cash Collateral Order shall be a determination of the rights of Debtor or any purported secured creditor regarding the validity, enforceability, perfection, or priority of any lien, claim or encumbrance of any purported secured creditor against the assets of

the Debtor or the Debtor's Estate and the rights of all parties are preserved and protected in that regard.

7. With respect to Debtor's obligations to Bancorp Bank ("Bancorp"), which obligations are secured by liens on certain vehicles in Debtor's rental fleet, Debtor and Bancorp are authorized to renew and extend the obligations on the various vehicles in the ordinary course of business, consistent with the parties past and customary practice, and Debtor thereafter may pay Bancorp with respect to such renewed vehicle obligations consistent with the parties past and customary practice.

8. Debtor may authorize any of the payments provided for in the Final Cash Collateral Budget to be effectuated via ACH transfers and Debtor's bank, Frost Bank, shall process such ACH authorizations in the ordinary course of business.

9. If Debtor sells a vehicle under any of its fleet leases with Hincklease or Selig Leasing Company or its Bancorp financing, it shall make payment to Hinklease, Selig Leasing Company or Bancorp, as applicable, the "pay-off" obligation owed for that particular vehicle under the applicable lease or financing arrangement and Debtor may retain and use any excess funds pursuant to the Final Cash Collateral Budget.

10. This Final Order shall be deemed effective immediately and, for the avoidance of doubt, Bankruptcy Rule 6004(h) shall not apply hereto.

11. Within three (3) business days after entry of this Final Order, Debtor shall mail a copy of this Final Cash Collateral Order to the parties on the Limited Service List and any other parties which Debtor believes may assert an interest in Debtor's Cash Collateral, or other assets or any property or funds under the control of or in the possession of Debtor or Debtor's Estate.



12. The Replacement Liens granted pursuant to this Final Cash Collateral Order are specifically limited to the diminution in value resulting from Debtor's use of Cash Collateral after the Petition Date and solely to the extent of any such diminution.

13. This Final Cash Collateral Order is without prejudice to rights of any party in interest to challenge the validity, amount, perfection, priority, extent, or enforceability of any claim or security interest, lien, encumbrance or other interest in any of Debtor's assets, or any assets under the control of or in possession of Debtor or its Estate.

14. Debtor's Final Cash Collateral Budget attached hereto extends through the week of August 26, 2019. Debtor shall file and serve on the Limited Service List proposed tri-monthly supplemental Final Cash Collateral Budgets for time periods after the week of August 26, 2019 reflecting budgets for continued use of cash collateral after August 26, 2019, if necessary. Debtor shall serve such proposed Supplemental Final Cash Collateral Budgets 21 days before the end of the time period covered by the then existing and operative Final Cash Collateral Budget or Supplemental Cash Collateral Budget. Parties-in-Interest shall file any objection to any such proposed Supplemental Final Cash Collateral Budget within seven (7) days of the filing date of any proposed Supplemental Final Cash Collateral Budget or such proposed Supplemental Final Cash Collateral Budget shall become operative and effective. In the event any objection is filed, Debtor shall file an expedited motion for approval of the proposed Supplemental Final Cash Collateral Budget.

15. The Court retains jurisdiction with respect to all matters arising from or related to this Final Cash Collateral Order and the implementation of this Final Cash Collateral Order.

###

Prepared and submitted by:

Patrick L. Huffstickler  
State Bar No. 10199250  
phuffstickler@dykema.com  
**DYKEMA GOSSETT PLLC**  
112 East Pecan Street, Suite 1800  
San Antonio, Texas 78205  
(210) 554-5500  
(210) 226-8395 (Fax)

**COUNSEL FOR DEBTOR AND DEBTOR-IN-POSSESSION**



# **Exhibit “1”**

**To**

**Final Cash Collateral Order**

***“Final Cash Collateral Budget”***

**(Through Week of 8/26/2019)**

# FINAL CASH COLLATERAL BUDGET

Cleanwater Transportation, Ltd.

Starting date	2/14/2019
Cash balance alert minimum	\$0.00

Compare to Actual (Place X in column - Only 1 column should be marked as a line)

Cash on hand (beginning of week)	\$238,751.44	\$238,751.44	\$119,059.81	\$74,846.48	\$264,803.00	\$267,137.03	\$243,527.26	\$133,734.26	\$207,972.26	\$319,210.26	\$276,850.32	\$220,401.32	\$194,106.57	\$255,344.57	\$413,227.40	\$209,995.49	\$139,633.49	\$194,271.49								
Cash on hand (end of week)	\$238,751.44	\$119,059.81	\$74,846.48	\$264,803.00	\$267,137.03	\$243,527.26	\$133,734.26	\$207,972.26	\$319,210.26	\$276,850.32	\$220,401.32	\$194,106.57	\$255,344.57	\$413,227.40	\$209,995.49	\$139,633.49	\$194,271.49									
CASH RECEIPTS																										
Cash sales	\$124,594.68	\$128,506.65	\$137,788.22	\$140,118.25	\$137,311.06	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	
Damage Collections				\$12,593.09	\$1,807.66	\$4,521.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	
Fleet Incentives						\$57,800.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vehicle Sales	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Owner contributions	\$124,594.68	\$128,506.65	\$137,788.22	\$140,118.25	\$137,311.06	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	\$185,000.00	
TOTAL CASH RECEIPTS	\$238,751.44	\$247,566.42	\$247,566.42	\$280,454.70	\$417,454.94	\$406,550.73	\$453,046.26	\$321,794.46	\$393,972.16	\$507,210.26	\$464,930.32	\$408,401.32	\$381,106.57	\$443,344.57	\$607,127.40	\$397,995.49										
Total cash available	\$238,751.44																									
CASH PAID OUT																										
American Express	\$3,000.00			\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Body Shop Repairs		\$11,077.43		\$3,647.77		\$11,502.45	\$5,115.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	
City of Austin - M&G						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City of Austin - Excess						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City of Austin - Service Center						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City of Killen - M&G/Rent/Excess						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
City of San Angelo - M&G/Rent/Excess						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Communications/Telephone/Internet	\$5,516.41			\$1,578.28		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,660.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Comptrolor 5% City						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Contract Labor - Shuttles	\$445.60					\$1,351.62	\$0.00	\$0.00	\$0.00	\$0.00	\$1,202.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
CONCAC Rent & O&M						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Credit Card Discounts POS	\$16,229.00			\$196.98		\$468.14	\$1,041.55	\$14,939.14	\$0.00	\$0.00	\$9,000.00	\$0.00	\$0.00	\$22,000.00	\$0.00	\$0.00	\$15,051.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Employee Benefit Programs						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fuel - CONCAC	\$8,589.23			\$4,200.00		\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	
Hertz Statement						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance Fleet						\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Motor Vehicle Rental Tax (15% Tax)	\$11,017.24			\$1,311.76		\$11,795.73	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Office Supplies	\$3,517.60			\$182.98		\$1,687.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Payroll/P&F/Feed/Workers Comp	\$1,973.55			\$54,388.64		\$41,764.62	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Rent/Lease Harbor / Real Estate	\$24,451.47			\$0.00		\$12,870.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
US Bank Transfer - CFC's	\$6,679.18			\$6,809.40		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utilities & Trash	\$57,822.00			\$1,550.74		\$12,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,546.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vehicle Insurance	\$1,170.17			\$1,550.74		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Vehicle Repair & Maintenance	\$4,000.00			\$1,150.19		\$12.50	\$181.10	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	\$1,050.00	
Tax and tax	\$1,170.17			\$71,787.95		\$84.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
US Trustee Fee	\$1,000.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Capital One - Toll payments	\$20,880.11			\$445,791.67		\$82,091.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SUBTOTAL	\$262,181.71			\$145,791.67		\$69,506.33	\$159,705.31	\$143,785.45	\$217,447.40	\$71,550.00	\$65,550.00	\$208,509.94	\$149,817.00	\$83,682.73	\$116,550.00	\$19,859.17										
NP P&F	\$5,710.21			\$5,710.21		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NP P&F	\$10,612.00			\$10,612.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NP Funding Metrics Lending	\$10,606.10			\$10,606.10		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
FC Marketplace-Flower Park	\$8,477.00			\$8,477.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NP Newark SEA	\$4,000.00			\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NP GM Financial - Fleet	\$4,000.00			\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NP Henders - Fleet	\$4,000.00			\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
NP Sling - Fleet	\$4,000.00			\$4,000.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Professional Fees	\$0.00			\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Owner's Withdrawal	\$244,286.31			\$171,719.98																						

